

from the Company a written Special GSX Early Retirement Incentive offer; and

- (v) terminates employment with the Employer between December 1, 1998 and June 30, 1999 (or such later date as the Company, based on business needs, may establish)

shall be eligible to receive a Special GSX Early Retirement Incentive.

- (2) Enhanced Early Retirement Benefit. The enhanced early retirement benefit payable to an eligible GSX Group Employee upon his termination of employment with the Employer shall be:

- (i) his accrued benefit as of his date of termination with the Employer under--

- (A) the GSX Corporation Plan or the GSX Hourly Plan, as applicable (the "Regular GSX Plan Benefit"), if his termination occurs before January 1, 1999; or
- (B) this Plan, if his termination occurs on or after January 1, 1999; plus

- (ii) his Special GSX Early Retirement Incentive, expressed as an immediate lump sum payment equal to:

- (A) 50% of his compensation for benefit accrual purposes (as defined in Section (16) of Article I of the GSX Corporate Plan and in relevant provisions of the GSX Hourly Plan) in 1997 under the GSX Corporate Plan or the GSX Hourly Plan, as applicable; plus
- (B) 2% of his compensation for benefit accrual purposes (as defined in Section (16) of Article I of the GSX Corporate Plan and in relevant provisions of the GSX Hourly Plan) in 1997 under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, multiplied by the excess of his full years of Continuous Employment or Continuous Service (not exceeding 30 years of Continuous Employment or Continuous Service) under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, over 5; plus
- (C) \$5,000.

- (3) Form of Payment for Regular GSX Plan Benefit. The Regular GSX Plan Benefit accrued through December 31, 1998 pursuant to (2)(ii)(A) above shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in the following optional forms (and not in the optional forms provided in Section 6.8 of this Plan):

- (i) Regular GSX Plan Benefit under GSX Corporate Plan. With respect to an eligible GSX Group Employee's Regular GSX Plan Benefit under the GSX Corporate Plan, such benefit shall be payable in the following optional forms permitted under Article VI of the GSX Corporate Plan, based on the factors used to determine actuarial equivalency under the GSX Corporate Plan:
- (A) a life annuity option;
 - (B) a 50% joint annuitant option;
 - (C) a 60% joint annuitant option;
 - (D) a $66\frac{2}{3}\%$ joint annuitant option;
 - (E) a 75% joint annuitant option;
 - (F) a 100% joint annuitant option;
 - (G) a level income option that provides monthly payments which are larger before age 62 and smaller on or after age 62 than under the life annuity option so as to produce, together with the GSX Group Employee's Social Security benefits, an approximately level total monthly benefit;
 - (H) a five-year period certain and life option;
 - (I) a ten-year period certain and life option; and
 - (J) a lump sum option.
- (ii) Regular GSX Plan Benefit under GSX Hourly Plan. With respect to a Regular GSX Plan Benefit under the GSX Hourly Plan, such benefit shall be payable in a lump sum or in any of the optional forms permitted under Section 3.02 and applicable summary plan descriptions of the GSX Hourly Plan, based on the factors used to determine actuarial equivalency under the GSX Hourly Plan.
- (4) Form of Payment for Special GSX Early Retirement Incentive. The Special GSX Early Retirement Incentive provided pursuant to (2)(ii) above shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in the following optional forms (and not in the optional forms provided in Section 6.8 of this Plan):
- (i) a life annuity option;
 - (ii) a 50% joint annuitant option; and
 - (iii) a lump sum option.
- (5) Conversion of Regular GSX Plan Benefit into Optional Lump Sum. For purposes of converting an eligible GSX Group Employee's Regular GSX Plan Benefit under (2)(i) above into an actuarially equivalent optional lump sum payment, actuarial equivalency shall be based on the following assumptions:

(i) Regular GSX Plan Benefit under GSX Corporate Plan. With respect to a GSX Group Employee's Regular GSX Plan Benefit under the GSX Corporate Plan, the following actuarial assumptions shall be used:

- (A) the 1971 Group Annuity Mortality Table for males and the interest rate used by the Pension Benefit Guaranty Corporation for valuing lump sum payments on such Employee's Annuity Starting Date (as defined in Section 6.9(f) of this Plan); or
- (B) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female and the lower of the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for:
 - (I) the second calendar month prior to the calendar month during which the distribution is made; or
 - (II) the November of the Plan Year prior to the Plan Year during which the distribution is made,

whichever produces the greater lump sum amount. In addition, such GSX Group Employee's retirement age shall be assumed to be his age when benefits commence.

(ii) Regular GSX Plan Benefit under GSX Hourly Plan. With respect to an eligible GSX Group Employee's Regular GSX Plan Benefit under the GSX Hourly Plan, the following actuarial assumptions shall be used:

- (A) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female;
- (B) 5¼% (the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November prior to the Plan Year during which the distribution is made); and
- (C) a retirement age of age 65.

(6) Conversion of Special GSX Early Retirement Incentive. For purposes of converting an eligible GSX Group Employee's Special GSX Early Retirement Incentive into an actuarially equivalent single life annuity, actuarial equivalency shall be based on the following assumptions:

- (i) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female;

- (ii) an interest rate of 4%; and
- (iii) the GSX Group Employee's age on December 31, 1998.

- (7) Special Service-Crediting Provisions for Dual-Lite Employees. For purposes of determining the Special GSX Early Retirement Incentive of an eligible GSX Group Employee who was working for GSX's Dual-Lite Division ("Dual-Lite") when he received from the Company a special GSX Early Retirement Incentive offer, such GSX Group Employee's service shall include his service with Dual-Lite both before and after GSX's acquisition of Dual-Lite on February 1, 1990, and his benefit shall be increased by the amount of Regular GSX Plan Benefit he would have accrued if such service had been included in his benefit.

(h) Separate Benefit Structure for GSX Corporate Plan Participants from December 1, 1998 to December 31, 1998. From December 1, 1998 to December 31, 1998, GSX Group Employees who--

- (1) were participants in the GSX Corporate Plan on November 30, 1998; and
- (2) became Employees (as defined in this Plan) on December 1, 1998

shall participate in this Plan, but solely within the benefit structure prescribed in Article V of the GSX Corporate Plan. Any GSX Group Employee described in this subsection (h) who terminates employment with the Employer between December 1, 1998 and December 31, 1998 with a vested retirement benefit under such benefit structure shall have his benefit determined as of December 31, 1998 (the "December 31, 1998 GSX Accrued Benefit"). His December 31, 1998 GSX Accrued Benefit shall be expressed as a monthly payment of a single life benefit commencing at age 65. Such benefit shall be payable in the optional forms permitted under the GSX Corporate Plan pursuant to subsection (l) below, including a lump sum option that would have been automatic if the GSX Corporate Plan had not merged into the Plan. For purposes of converting such GSX Group Employee's December 31, 1998 GSX Accrued Benefit to an actuarially equivalent lump sum payment (if and when available), the provisions of subsection (l) below shall apply.

(i) Separate Benefit Structure for GSX Hourly Plan Participants from December 1, 1998 to December 31, 1998. From December 1, 1998 to December 31, 1998, GSX Group Employees who--

- (1) were participants in the GSX Hourly Plan on November 30, 1998; and
- (2) became Employees (as defined in this Plan) on December 1, 1998

shall participate in this Plan, but solely within the benefit structure prescribed in applicable provisions and summary plan descriptions of the GSX Hourly Plan. Any GSX Group Employee described in this subsection (i) who terminates employment with the Employer between December 1, 1998 and December 31, 1998 with a vested retirement benefit under such benefit structure shall have his benefit determined as of December 31, 1998 (the "December 31, 1998

GSX Accrued Benefit"). His December 31, 1998 GSX Accrued Benefit shall be expressed as a monthly payment of a single life benefit commencing at age 65. Such benefit shall be payable in the optional forms permitted under the GSX Hourly Plan pursuant to subsection (l) below, including a lump sum option that would have been automatic if the GSX Hourly Plan had not merged into this Plan. For purposes of converting such GSX Group Employee's December 31, 1998 GSX Accrued Benefit to an actuarially equivalent lump sum payment (if and when available), the provisions of subsection (l) below shall apply.

(j) Opening Account Balance. Except as provided in (3) below, the accrued benefit of each GSX Group Employee who has a benefit under the separate benefit structure described in subsection (h) or (i) above, as applicable, as of December 31, 1998 (the "December 31, 1998 GSX Accrued Benefit") and who is an Employee (as defined in this Plan) on January 1, 1999 shall be converted into an opening Account Balance on January 1, 1999 equal to the actuarial equivalent present value of such GSX Group Employee's December 31, 1998 GSX Accrued Benefit.

For purposes of converting a GSX Group Employee's December 31, 1998 GSX Accrued Benefit into an opening Account Balance, the actuarial equivalent present value of such employee's December 31, 1998 GSX Accrued Benefit shall be determined pursuant to (1) or (2) below:

- (1) GSX Corporate Plan Participants Receiving Special Early Retirement Incentive. With respect to any GSX Corporate Plan participant who receives the Special GSX Early Retirement Incentive, his December 31, 1998 GSX Accrued Benefit shall be converted into an opening Account Balance on January 1, 1999 on the basis of the following assumptions:
 - (i) the 1971 Group Annuity Mortality Table for males and the interest rate used by the PBGC for valuing lump sum payments on January 1, 1999; or
 - (ii) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female and the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for November 1998,

whichever produces the greater lump sum amount. The actuarial equivalent present value of such participant's December 31, 1998 GSX Accrued Benefit shall include any early retirement subsidies to which he is entitled on January 1, 1999 under the benefit structure described in subsection (h) above for GSX Corporate Plan participants.

For purposes of determining the opening Account Balance of a GSX Group Employee who has Credited Service or Benefit Service (for benefit accrual purposes) under both the GSX Corporate Plan and the GSX Hourly Plan and who, on January 1, 1999, is an active participant in the separate

benefit structure described in subsection (h) above for GSX Corporate Plan participants, the actuarial equivalent present value of such employee's December 31, 1998 GSX Accrued Benefit shall include the early retirement subsidy in both plans.

- (2) GSX Hourly Plan Participants Receiving Special Early Retirement Incentive. With respect to any GSX Hourly Plan participant who receives the Special GSX Early Retirement Incentive, his December 31, 1998 GSX Accrued Benefit shall be converted into an opening Account Balance on January 1, 1999 on the basis of the following assumptions:

- (i) the 1971 Group Annuity Mortality Table for males and the interest rate used by the PBGC for valuing lump sum payments on January 1, 1999; or
- (ii) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female and the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for November 1998,

whichever of (i) or (ii) produces the greater lump sum amount, and

- (iii) a retirement age of age 65, without any early retirement subsidy.

For purposes of determining the opening Account Balance of a GSX Group Employee who has Credited Service or Benefit Service (for benefit accrual purposes) under both the GSX Corporate Plan and the GSX Hourly Plan and who, on January 1, 1999, is an active participant in the separate benefit structure described in subsection (i) above for GSX Hourly Plan participants, the actuarial equivalent present value of such employee's December 31, 1998 GSX Accrued Benefit shall include the early retirement subsidy in the GSX Corporate Plan only.

- (3) GSX Group Employees Not Receiving Special Early Retirement Incentive. With respect to any GSX Group Employee who does not receive the Special GSX Early Retirement Incentive, his December 31, 1998 GSX Accrued Benefit shall be converted into an opening Account Balance on the basis of the following assumptions:

- (i) the 1983 Group Annuity Mortality Table weighted 50% male and 50% female;
- (ii) 5¼% (the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for November 1998);
- (iii) with respect to any GSX Corporate Plan participant, the actuarial equivalent present value of such participant's December 31, 1998

GSX Accrued Benefit shall include any early retirement subsidies to which he is entitled on January 1, 1999 under the benefit structure described in subsection (h) above; and

- (iv) for all other GSX Group Employees (GSX Corporate Plan participants not eligible for a subsidized early retirement benefit on January 1, 1999 and all GSX Hourly Plan participants), a retirement age of age 65, without any early retirement subsidy.

- (4) GSX Group Employees at DeZurik (McMinnville, Tennessee) Plant. GSX Group Employees who are employed as hourly employees at the Employer's DeZurik (McMinnville, Tennessee) plant shall not have their December 31, 1998 GSX Accrued Benefit converted into an opening Account Balance on January 1, 1999. Instead, they shall continue to participate in this Plan after 1998 within the benefit structure set forth in Appendix B-32.

(k) Benefit Accruals after 1998. Except as provided in subsection (j)(4) above, any GSX Group Employee who is a Participant under this Plan on January 1, 1999 or becomes a Participant under the Plan thereafter shall accrue benefits after 1998 in the cash balance form described in Section 5 of this Plan as modified by the Transition Credits described in subsection (o) and the Transition Benefit described in (p) below, as applicable (and not under the separate benefit structure described in subsection (h) or (i) above). Upon such Participant's termination of employment with the Employer, he shall be entitled to receive a retirement benefit which is the greatest of -

- (1) his Accrued Benefit (as defined in Section 2.1(c) of this Plan);
- (2) his Transition Benefit under subsection (p) below, if applicable; or
- (3) his December 31, 1998 GSX Accrued Benefit, if any.

Such Participant's Accrued Benefit or Transition Benefit shall be payable only in those optional forms of payment permitted under Sections 6.6, 6.7, and 6.8 of this Plan. Such Participant's December 31, 1998 GSX Accrued Benefit shall be payable only in those optional forms of payment permitted under subsection (l) below.

(l) Protection of Benefits. Each participant in the GSX Corporate Plan or the GSX Hourly Plan (whether or not actively employed by the Employer on November 30, 1998), as applicable, shall receive a benefit (expressed in the annuity form) under this Plan immediately after the merger and transfer of assets and liabilities described in this Appendix B-31 (if this Plan then terminated) which is equal to or greater than the benefit (expressed in the annuity form) he would have been entitled to receive from the GSX Corporate Plan or the GSX Hourly Plan, as applicable, immediately before the merger (if the GSX Corporate Plan or the GSX Hourly Plan had then terminated). In addition, the following rules shall govern the protection of a GSX Group Employee's November 30, 1998 GSX Deferred Vested Benefit (as defined in subsection (f) above) or December 31, 1998 GSX Accrued Benefit (as defined in subsections (h), (i), and (j) above), as applicable:

- (1) GSX Corporate Plan Participants. The November 30, 1998 GSX Deferred Vested Benefit or the December 31, 1998 GSX Accrued Benefit of a GSX Group Employee under the GSX Corporate Plan shall be protected as follows:
 - (ii) Form of Payment for GSX Corporate Plan Participants Eligible for Early Retirement. With respect to a former GSX Corporate Plan participant who satisfies the requirements for an early retirement benefit under the GSX Corporate Plan (attainment of age 55 and completion of at least five years of Continuous Employment) as of the date of his termination of employment with the Employer, his benefit shall be subject to the annuity requirements specified in Section 6.6 of this Plan. Such benefit shall include all early retirement subsidies for which the participant is eligible at termination under the GSX Corporate Plan and shall be payable in the following optional forms permitted under Article VI of the GSX Corporate Plan (and not in the optional forms provided in Section 6.8 of this Plan), based on the factors used to determine actuarial equivalency under the GSX Corporate Plan:
 - (A) a life annuity option;
 - (B) a 50% joint annuitant option;
 - (C) a 60% joint annuitant option;
 - (D) a 66²/₃% joint annuitant option;
 - (E) a 75% joint annuitant option;
 - (F) a 100% joint annuitant option;
 - (G) a level income option that provides monthly payments which are larger before age 62 and smaller on or after age 62 than under the life annuity option so as to produce, together with the GSX Group Employee's Social Security benefits, an approximately level total monthly benefit;
 - (H) a five-year period certain and life option;
 - (I) a ten-year period certain and life option; and
 - (J) a lump sum option.
 - (ii) Form of Payment for GSX Corporate Plan Participants Not Eligible for Early Retirement. With respect to a former GSX Corporate Plan participant who does not satisfy the requirements for an early retirement benefit under the GSX Corporate Plan as of the date of his termination of employment with the Employer, his benefit shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in all of the optional forms of payment permitted under (1)(i) above except the lump sum

option, based on the factors used to determine actuarial equivalency under the GSX Corporate Plan.

- (iii) Conversion of November 30, 1998 GSX Deferred Vested Benefit or December 31, 1998 GSX Accrued Benefit into Optional Lump Sum Payment for GSX Corporate Plan Participants Eligible for Early Retirement. For purposes of converting the November 30, 1998 GSX Deferred Vested Benefit or the December 31, 1998 GSX Accrued Benefit of a former GSX Corporate Plan participant described in (1)(i) above into an actuarially equivalent lump sum payment under the optional form of payment described in (1)(i)(J) above, actuarial equivalency shall be determined as follows:

- (A) Annuity Starting Date between December 1, 1998 and January 1, 1999. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is between December 1, 1998 and January 1, 1999, actuarial equivalency shall be based on the following assumptions:

- (I) Termination of Employment before December 1, 1998. With respect to a participant who terminated employment with GSX before December 1, 1998, actuarial equivalency shall be based on:
- a. the 1971 Group Annuity Mortality Table for males;
 - b. the interest rate used by the Pension Benefit Guaranty Corporation for valuing lump sum payments on such participant's Annuity Starting Date; and
 - c. an assumed retirement date of such participant's Annuity Starting Date.
- (II) Termination of Employment between December 1, 1998 and December 31, 1998. With respect to a participant who terminated employment with the Employer between December 1, 1998 and December 31, 1998, actuarial equivalency shall be based on an assumed retirement date of such participant's Annuity Starting Date and:
- a. the 1971 Group Annuity Mortality Table for males and the interest rate used by the Pension Benefit Guaranty Corporation for valuing lump sum payments on the participant's Annuity Starting Date; or
 - b. the 1983 Group Annuity Mortality Table weighted 50% male and 50% female and the lower of the average annual interest rate on

30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for:

1. the second calendar month prior to the calendar month during which the distribution is made; or
2. the November of the Plan Year prior to the Plan Year during which the distribution is made,

whichever produces the greater lump sum amount.

- (B) Annuity Starting Date between January 2, 1999 and December 31, 1999. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is between January 2, 1999 and December 31, 1999, actuarial equivalency shall be based on an assumed retirement date of such participant's Annuity Starting Date, the 1983 Group Annuity Mortality Table weighted 50% male and 50% female, and an interest rate equal to:

- (I) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November of the Plan Year prior to the Plan Year during which the distribution is made; or
- (II) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the second calendar month prior to the calendar month during which the distribution is made,

whichever produces the greater lump sum amount.

- (C) Annuity Starting Date on or after January 1, 2000. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is on or after January 1, 2000, actuarial equivalency shall be based on:

- (I) the mortality table specified in Code Section 417(e);
- (II) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November of the Plan Year prior to the Plan Year during which the distribution is made; and

- (III) an assumed retirement date of the participant's Annuity Starting Date.
- (iv) Conversion of November 30, 1998 GSX Deferred Vested Benefit or December 31, 1998 GSX Accrued Benefit into *de minimis* Lump Sum Payment for Involuntary Cashout Purposes. For purposes of involuntary cashouts under Section 15.1(a) of this Plan, a former GSX Corporate Plan participant's November 30, 1998 GSX Deferred Vested Benefit or December 31, 1998 GSX Accrued Benefit shall be converted into an actuarially equivalent lump sum payment on the basis of the following assumptions:
 - (A) Annuity Starting Date between December 1, 1998 and September 30, 1999. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is between December 1, 1998 and September 30, 1999, actuarial equivalency shall be determined as follows:
 - (I) Termination of Employment before January 1, 1999. With respect to a participant who terminated employment with GSX or the Employer, as applicable, before January 1, 1999, actuarial equivalency shall be based on:
 - a. the 1971 Group Annuity Mortality Table for males;
 - b. the interest rate used by the Pension Benefit Guaranty Corporation for valuing lump sum payments on such participant's Annuity Starting Date; and
 - c. an assumed retirement date of the Participant's Annuity Starting Date.
 - (II) Termination of Employment on or after January 1, 1999. With respect to a participant who terminated employment with the Employer on or after January 1, 1999, actuarial equivalency shall be based on an assumed retirement date of the participant's Annuity Starting Date, the mortality table specified in Code Section 417(e), and an interest rate equal to:
 - a. the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for November 1998; or
 - b. the average annual interest rate on 30-year Treasury securities, as published by the

Board of Governors of the Federal Reserve System, for the second calendar month prior to the calendar month during which the distribution is made,

whichever produces the greater lump sum amount.

- (B) Annuity Starting Date between October 1, 1999 and December 31, 1999. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is between October 1, 1999 and December 31, 1999, actuarial equivalency shall be based on an assumed retirement age of age 65, the mortality table specified in Code Section 417(e), and an interest rate equal to:

- (I) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November of the Plan Year prior to the Plan Year during which the distribution is made; or
- (II) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the second calendar month prior to the calendar month during which the distribution is made,

whichever produces the greater lump sum amount.

- (C) Annuity Starting Date on or after January 1, 2000. If such participant's Annuity Starting Date (as defined in Section 6.9(f) of this Plan) is on or after January 1, 2000, actuarial equivalency shall be based on:

- (I) the mortality table specified in Code Section 417(e);
- (II) the average annual interest rate on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November of the Plan Year prior to the Plan Year during which the distribution is made; and
- (III) an assumed retirement age of age 65.

- (2) GSX Hourly Plan Participants. The November 30, 1998 GSX Deferred Vested Benefit or the December 31, 1998 GSX Accrued Benefit of a GSX Group Employee under the GSX Hourly Plan shall be protected as follows:

- (i) Form of Payment. Such benefit shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in the optional forms permitted under Section 3.02 of the GSX Hourly Plan and the attached Schedule A (and not in the optional forms provided in Section 6.8 of this Plan), based on the factors used to determine actuarial equivalency under the GSX Hourly Plan. Such benefit shall include any early retirement subsidies for which the participant is eligible at termination under the GSX Hourly Plan. Except for involuntary cashouts pursuant to Section 15.1(a) of this Plan, such benefit shall not be payable in the lump sum form.
- (ii) Conversion of November 30, 1998 GSX Deferred Vested Benefit or December 31, 1998 GSX Accrued Benefit into *de minimis* Lump Sum Payment for Involuntary Cashout Purposes. For purposes of involuntary cashouts under Section 15.1(a) of this Plan, a former GSX Hourly Plan participant's November 30, 1998 GSX Deferred Vested Benefit or December 31, 1998 GSX Accrued Benefit shall be converted into an actuarially equivalent lump sum payment on the basis of the assumptions set forth in (1)(iv) above.

(m) Rehire of GSX Group Employees Who Terminated before January 1, 1999. The rules of (1), (2), and (3) below shall apply to any GSX Group Employee who terminated employment with GSX before October 6, 1998 or the Employer before January 1, 1999, is rehired as an Employee after January 1, 1999, and becomes a Participant in this Plan. Such Participants are referred to herein as "Pre-Cash Balance GSX Terminees." Except as set forth in this subsection (m), Pre-Cash Balance GSX Terminees are not eligible for any benefit under this Plan. In no event, however, shall a Pre-Cash Balance GSX Terminee receive a benefit which is less than the benefit he accrued to the date of his first termination of employment, calculated under the terms of, and payable in the forms of payment provided in, the GSX Corporate Plan, the GSX Hourly Plan, or this Plan, as applicable, as in effect at the time of his first termination of employment (the "Pre-Cash Balance GSX Plan Benefit").

- (1) Pre-Cash Balance GSX Terminees Who Were in Pay Status. If a Pre-Cash Balance GSX Terminee who had begun to receive benefits under the GSX Corporate Plan, the GSX Hourly Plan, or this Plan (whether or not benefits had commenced prior to January 1, 1999) is rehired after January 1, 1999 and becomes a Participant in this Plan, his benefit shall continue in pay status without interruption. Such Participant shall have his Continuous Employment or Continuous Service (for vesting purposes) under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, restored as Continuous Service under this Plan, and he shall begin participation in this Plan as of his date of reemployment. Upon the subsequent distribution of benefits under this Plan to or with respect to any such reemployed Participant, his Account Balance and distributable benefits shall be

determined solely with reference to Principal Credits and Interest Credits credited to his Account Balance during his period of reemployment. Such subsequent accruals shall be distributed in a form of payment to be elected by the Participant at the time of the subsequent distribution, pursuant to Section 6.7. The provisions of this subsection (m)(1) shall also apply to a Pre-Cash Balance GSX Terminatee who received a lump sum distribution of 100% of his benefits under the GSX Corporate Plan, the GSX Hourly Plan, or this Plan, as applicable, as in effect at the time of termination of employment. In any such case, the pre-January 1, 1999 benefit has already been paid, and accordingly there is no earlier benefit to continue in pay status.

- (2) Pre-Cash Balance GSX Terminatees Who Were Not in Pay Status. Upon the rehire of a Pre-Cash Balance GSX Terminatee who was fully vested at the time of his pre-January 1, 1999 termination of employment and who had not begun to receive benefits under the GSX Corporate Plan, the GSX Hourly Plan, or this Plan, as applicable, as of his date of reemployment, he shall have his Continuous Employment or Continuous Service (for vesting purposes) under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, restored as Continuous Service under this Plan, and he shall begin participation in this Plan as of his date of reemployment. Such reemployed Participant shall receive an opening Account Balance which is the Actuarial Equivalent as of his date of reemployment of his Pre-Cash Balance GSX Plan Benefit, expressed as a lump sum. Upon the subsequent distribution of benefits under this Plan to or with respect to any such reemployed Participant, his Account Balance and distributable benefits shall be determined solely with reference to the opening Account Balance, plus Principal Credits and Interest Credits credited to such opening Account Balance during his period of reemployment. The Participant's Account Balance shall be distributed in a form of payment to be elected by the Participant at the time of distribution, pursuant to Section 6.7.
- (3) Rehire of Non-Vested Pre-Cash Balance GSX Terminatees. Upon the rehire of a Pre-Cash Balance GSX Terminatee who was not vested at the time of his pre-January 1, 1999 termination of employment, the following rules shall apply:
 - (i) If the reemployed Pre-Cash Balance GSX Terminatee has a number of consecutive One Year Breaks in Service (as defined in Section 2.1(g)) as of his rehire date greater than or equal to the larger of:
 - (A) five (5), or
 - (B) his years of Continuous Employment or Continuous Service (for vesting purposes) under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, before his January 1, 1999 termination of employment,

his previous Continuous Employment or Continuous Service and his forfeited Pre-Cash Balance GSX Plan Benefit shall not be reinstated, and he shall be treated as if he were a new Employee.

- (ii) If the reemployed Pre-Cash Balance GSX Terminatee has a number of consecutive One Year Breaks in Service as of his rehire date less than the larger of:
 - (A) five (5), or
 - (B) his years of Continuous Employment or Continuous Service (for vesting purposes) under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, before his termination of employment,

his previous Continuous Employment or Continuous Service shall be reinstated as Continuous Service under this Plan, he shall begin participation in this Plan as of his date of reemployment, and he shall receive an opening Account Balance which is the Actuarial Equivalent as of his date of reemployment of his Pre-Cash Balance GSX Plan Benefit, expressed as a lump sum.

At the time such reemployed Participant later terminates employment, he shall be vested if he has reached his Normal Retirement Age under this Plan, or if his Continuous Service (including previous Continuous Employment or Continuous Service if reinstated pursuant to (ii) above) is five (5) or more years. Upon the subsequent distribution of vested benefits under this Plan to or with respect to any such reemployed Participant, his Account Balance and distributable benefits shall be determined solely with reference to the opening Account Balance (if reinstated pursuant to (ii) above), plus Principal Credits and Interest Credits credited to such opening Account Balance during his period of reemployment. The Participant's vested Account Balance shall be distributed in a form of payment to be elected by the Participant at the time of distribution, pursuant to Section 6.7.

(n) Special Provisions Concerning GSX Group Employees who Became EGS Electrical Employees. Effective as of September 15, 1997, certain GSX Group Employees terminated employment with GSX and became employees of EGS Electrical Group LLC ("EGS Electrical"). All such employees are referred to in this subsection (n) as "EGS Electrical Transferees."

- (1) Effective as of September 15, 1997, the benefits of EGS Electrical Transferees under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, became frozen, based on their Continuous Employment or Continuous Service (for vesting purposes), their Credited Service or Benefit Service (for benefit accrual purposes), and the benefit formula in effect on that date. Effective as of the close of business on November 30,

1998, liability for the payment of such benefits was transferred to this Plan as part of the merger of the GSX Corporate Plan and the GSX Hourly Plan into this Plan. Except as provided in (2) and (5) below, the service of EGS Electrical Transferees for employment with EGS Electrical after September 15, 1997 shall not be recognized under the GSX Corporate Plan, the GSX Hourly Plan, or this Plan.

- (2) For purposes of determining an EGS Electrical Transferee's benefit under the benefit structure contained in the GSX Corporate Plan or the GSX Hourly Plan, as applicable, on September 15, 1997, the service of EGS Electrical Transferees for employment with EGS Electrical after that date shall be recognized for the following purposes:
 - (i) vesting;
 - (ii) eligibility to receive a normal retirement benefit;
 - (iii) eligibility to receive any deferred benefits; and
 - (iv) eligibility to receive any survivor or disability benefits.
- (3) An EGS Electrical Transferee's benefit under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, shall not commence until he terminates employment with EGS Electrical (or any successor thereto).
- (4) The benefits of EGS Electrical Transferees under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, shall be treated as benefits of former GSX Group Employees and shall be protected under this Plan pursuant to the provisions of subsections (e), (f), and (l) above.
- (5) Effective as of October 6, 1998, GSX acquired EGS Electrical's Dual-Lite Division ("Dual-Lite") and Edwards Signaling Division ("Edwards Signaling"). As of the date of acquisition, EGS Electrical Transferees who were working at Dual-Lite or Edwards Signaling again became GSX employees. For purposes of determining the benefits of such Dual-Lite or Edwards Signaling employees under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, such employees shall be deemed to have continued their employment with GSX between September 15, 1997 and October 6, 1998. Their earnings and service with Dual-Lite and Edwards Signaling during this period shall be recognized under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, as follows:
 - (i) Their earnings shall count as compensation for benefit accrual purposes.
 - (ii) Their service shall count as Continuous Employment or Continuous Service (for vesting purposes) and Credited Service or Benefit Service (for benefit accrual purposes).

(o) Transition Credits -- Certain Former GSX Hourly Plan Participants.

Effective January 1, 1999, each GSX Group Employee who was formerly a participant in the GSX Hourly Plan working at the Edwards Systems Technology, GS Electric, Lightnin or Kayex units, was also a Participant in this Plan on January 1, 1999, and was at least 55 years of age with at least 5 years of Continuous Service under the Plan on that date, shall be eligible for Special Transition Principal Credits instead of the usual Principal Credits made under the Plan. The Special Transition Principal Credits shall be as follows:

- (1) Seven percent (7%) of a Participant's Compensation to the Wage Base;
- (2) Eleven percent (11%) of Principal Credits over the Wage Base.

(p) Transition Benefit. Effective October 1, 1999, each GSX Group Employee who was formerly a participant in the GSX Corporate Plan or a participant in the GSX Hourly Plan working at the Edwards Systems Technology, GS Electric, Lightnin or Kayex units and also was a participant in this Plan on January 1, 1999 and was at least 45 years of age with at least 5 years of Continuous Service under the Plan on such date shall be eligible for the Transition Benefit set forth below upon his or her Early Retirement Age unless his or her early retirement was as a result of accepting an early retirement incentive under this Appendix B-31.

The Transition Benefit shall be an alternate benefit, determined as follows:

- (1) The Participant's Account Balance at Early Retirement, as determined under the Plan (without taking into account the provisions of Appendix B-31(j)(iii), which would otherwise include the GSX Corporate Plan's early retirement subsidy in determining the opening Account Balance of a GSX Group Employee eligible for Early Retirement under the GSX Corporate Plan) shall be converted to an Actuarially Equivalent annuity, payable at Normal Retirement Age.
- (2) The monthly amount payable to the Participant at Normal Retirement Age shall be reduced by .25 percent per month for each month prior to his 62nd birthday that his Early Retirement Date occurs.
- (3) The Participant may request payment of his benefit in any optional form otherwise available under the Plan. The amount of any optional form of benefit shall be the Actuarial Equivalent of the amount determined above, expressed as a single life annuity. If the Participant requests a lump sum payment (with spousal consent, if applicable), the Actuarial Equivalent of the amount payable at the Participant's Early Retirement Age shall be determined and, if larger than the Participant's Account Balance, shall be paid instead of his Account Balance, and, in such event, references in this Plan to the Participant's Account Balance shall, where appropriate, be deemed to refer to the lump sum Actuarial Equivalent of the Participant's transition benefit under this Appendix B-31(p).

For purposes of this Appendix B-31(p), the Early Retirement Age of a GSX Group Employee who was formerly a participant in the GSX Corporate Plan shall be the Participant's age when he has both (i) attained his 55th birthday (but not his 65th) and (ii) completed a total of no less than five years of Credited Service and/or Continuous Service (including Continuous Employment under the GSX Corporate Plan).

(q) Recalculation of Plan Benefit. Effective February 1, 2002, each GSX Group Employee who previously participated in the GSX Corporate Plan or the GSX Hourly Plan, who

terminated employment with the Company prior to January 1, 1999, and who has not been subsequently reemployed by the Company as a common law employee, shall have his benefit recalculated as of February 1, 2002, as described under Appendix B-31(l)(i)(D)(3) and as permitted under the Code and the regulations thereunder. If such recalculated benefit has an Actuarial Equivalent lump sum value that does not exceed \$5,000 (or such other amount set forth under Section 411(a)(11)(A) of the Code), subject to the provisions of Section 15.1(a), such GSX Group Employee shall receive a lump sum distribution.

This Appendix B-31(q) shall not apply to any individual who terminated as of September 14, 1997 and became an employee of EGS Electrical Group, LLC or to any other individual who has terminated and to whom the Company has agreed to continue to provide Continuous Service under the Plan. Upon termination of employment with EGS Electrical Group, LLC or such other employer to which Continuous Service is being credited, the provisions of this Appendix B-31(q) shall then apply.

B-32 Special Provisions for Former General Signal Corporation Employees at DeZurik (McMinnville, Tennessee) Plant Who Were Participants in Pension Plan for Hourly Employees of General Signal Corporation.

(a) Acquisition. Effective October 6, 1998, a wholly owned subsidiary of the Company merged with General Signal Corporation ("GSX"). Effective as of the date of merger, GSX employees, including GSX employees working at GSX's DeZurik (McMinnville, Tennessee) plant ("GSX McMinnville Employees"), became Employees as that term is defined under this Plan.

(b) Merger. Effective as of the close of business on November 30, 1998, the benefits and liabilities of the Pension Plan for Hourly Employees of General Signal Corporation (the "GSX Hourly Plan") were merged into this Plan pursuant to Appendix B-31(b).

(c) Participation. Effective December 1, 1998, GSX McMinnville Employees who were participants under the GSX Hourly Plan on November 30, 1998 became Participants under this Plan pursuant to Appendix B-31(c).

(d) Benefit Service, Continuous Service, and Credited Service. Effective December 1, 1998, Benefit Service (for benefit rate purposes), Continuous Service (for vesting purposes), and Credited Service (for benefit accrual purposes) with respect to each GSX McMinnville Employee who was a participant in the GSX Hourly Plan on November 30, 1998 as shown on the records of the GSX Hourly Plan shall be transferred to this Plan as Benefit Service, Continuous Service, and Credited Service, respectively. Between December 1, 1998 and December 31, 1998, each such GSX McMinnville Employee shall be credited with Benefit Service, Continuous Service, and Credited Service in accordance with the service-crediting provisions of the GSX Hourly Plan. After 1998, each such GSX McMinnville Employee shall be credited with Benefit Service and Credited Service pursuant to subsection (m) below, and with Continuous Service pursuant to the terms of this Plan.

(e) Former GSX McMinnville Employees with Benefits Being Paid on November 30, 1998. Effective as of December 1, 1998, all benefits of former GSX McMinnville Employees whose benefits under the GSX Hourly Plan were—

- (1) in pay status on November 30, 1998; or
- (2) were the subject of a valid retirement benefit election or direction on or before November 30, 1998

shall become liabilities of this Plan and be paid by this Plan in accordance with the terms of the GSX Hourly Plan.

(f) Terminated Vested GSX McMinnville Employees with Benefits Not Being Paid on November 30, 1998 Effective as of December 1, 1998, all benefits of former GSX McMinnville Employees who had terminated employment with GSX prior to December 1, 1998 with a vested right to a retirement benefit under the GSX Hourly Plan but had not yet begun to

receive such benefit shall become liabilities of this Plan and be paid by this Plan in accordance with Appendix B-31(f).

(g) Separate Benefit Structure for GSX McMinnville Employees. GSX McMinnville Employees who participate in this Plan on or after December 1, 1998 shall accrue benefits thereafter solely under the benefit structure prescribed in this Appendix B-32. They shall not be credited with an opening Account Balance on January 1, 1999 or upon their commencement of participation in this Plan, if later.

(h) Normal Retirement Benefit. A GSX McMinnville Employee who terminates employment with the Employer on or after attaining his Normal Retirement Age may elect to start receiving on or after his Normal Retirement Date a monthly Normal Retirement Benefit equal to his Credited Service earned in each Benefit Service Milestone times the Benefit Rate. A GSX McMinnville Employee's accrued benefit shall be one hundred percent (100%) nonforfeitable upon attainment of his Normal Retirement Age.

- (1) With respect to any GSX McMinnville Employee who retires between December 1, 1998 and February 28, 1999 the following table shall apply:

For Credited Service within the Following Benefit Service Milestones	Applicable Benefit Rate
Up to 10 years	\$14.00
Over 10 years and up to 20 years	\$15.50
Over 20 years and up to 30 years	\$17.00
Over 30 years	\$18.00

- (2) With respect to any GSX McMinnville Employee who retires between March 1, 1999 and February 29, 2000, the following table shall apply:

For Credited Service within the Following Benefit Service Milestones	Applicable Benefit Rate
Up to 10 years	\$14.25
Over 10 years and up to 20 years	\$15.75
Over 20 years and up to 30 years	\$17.25
Over 30 years	\$18.25

- (3) With respect to any GSX McMinnville Employee who retires on or after March 1, 2000, the following table shall apply:

For Credited Service within the Following Benefit Service Milestones	Applicable Benefit Rate
Up to 10 years	\$14.50
Over 10 years and up to 20 years	\$16.00
Over 20 years and up to 30 years	\$17.50
Over 30 years	\$18.50

(i) Early Retirement Benefit. A GSX McMinnville Employee may elect early retirement if he has attained his Early Retirement Age and he terminates employment with the Employer. On his Early Retirement Date, he shall be entitled to receive an Early Retirement Benefit equal to his benefit under subsection (h) above, but reduced by one-half of one percent ($\frac{1}{2}\%$) for each complete calendar month that benefit payments begin before the first day of the calendar month coincident with or next succeeding his sixty-fifth (65th) birthday.

(j) Vested Deferred Benefit. If a GSX McMinnville Employee terminates employment with the Employer before attaining his Normal Retirement Age or his Early Retirement Age, but after attaining his Vested Termination Age, he shall be entitled to receive upon attainment of age sixty-five (65) a Vested Deferred Benefit equal to his benefit under subsection (h) above. However, he may elect to have his Vested Deferred Benefit start on the first day of any month after attainment of age fifty-five (55). In such case, his Vested Deferred Benefit shall be reduced by one-half of one percent ($\frac{1}{2}\%$) for each complete calendar month that benefit payments begin before the first day of the calendar month coincident with or next succeeding his sixty-fifth (65th) birthday. A GSX McMinnville Employee may elect to defer receipt of his Vested Deferred Benefit until as late as the Required Distribution Date.

(k) Form of Benefit. All benefits provided pursuant to subsections (h), (i), and (j) above shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in the following optional forms only (and not in the optional forms provided in Section 6.8 of this Plan):

- (1) a life annuity option;
- (2) a 50% joint annuitant option;
- (3) a 60% joint annuitant option;
- (4) a $66\frac{2}{3}\%$ joint annuitant option;
- (5) a 75% joint annuitant option;
- (6) a 100% joint annuitant option;
- (7) a five-year period certain and life option; and
- (8) a ten-year period certain and life option.

If a GSX McMinnville Employee elects a period certain and life option under (7) or (8) above and both the GSX McMinnville Employee and his beneficiary die before the end of the guaranteed period, the Actuarial Equivalent present value of the remaining payments under such option shall be paid in a single sum to the estate of the GSX McMinnville Employee or his beneficiary, whoever dies last.

(l) Protection of Benefits. Each GSX McMinnville Employee (whether or not actively employed by the Employer on November 30, 1998) shall receive a benefit (expressed in the annuity form) under this Plan immediately after the merger and transfer of assets and liabilities described in subsection (b) above (if this Plan then terminated) which is at least equal to the benefit he would have been entitled to receive from the GSX Hourly Plan immediately before the merger (if the GSX Hourly Plan had been terminated).